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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

- and -

PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and  
Electric Company  
☒ Affects both Debtors

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION AND AGREEMENT FOR  
ORDER ADDING CERTAIN CALIFORNIA  
STATE AGENCIES AS PARTIES TO  
CONFIDENTIALITY AND PROTECTIVE  
ORDER [DKT. NO. 3405], AS MODIFIED  
HEREIN**

[No hearing requested]

1 This stipulation and agreement for order (“**Stipulation and Agreement for Order**”) is  
2 entered into by PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors  
3 in possession (collectively, the “**Debtors**”), on the one hand, and the California Department of  
4 Forestry and Fire Protection, California Department of Toxic Substances Control, California  
5 Governor’s Office of Emergency Services, California Department of Veterans Affairs, California  
6 State University, California Department of Parks and Recreation, California Department of  
7 Developmental Services and the California Department of Transportation (collectively, the  
8 “**California State Agencies**”)<sup>1</sup>, on the other hand. The Debtors and the California State Agencies  
9 are referred to in this Stipulation and Agreement for Order collectively as the “**Parties**,” and each  
10 as a “**Party**.” The Parties hereby stipulate and agree as follows:

#### 11 **RECITALS**

12 A. The California State Agencies desire to be parties to the Confidentiality and  
13 Protective Order entered by the United States Bankruptcy Court for the Northern District of  
14 California on August 7, 2019 in *In re PG&E Corp., et al.*, Case No. 3:19-bk-30088 at Docket No.  
15 3405 (the “**Order**”), with certain modifications, to which the Debtors have agreed.

16 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH**  
17 **ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**  
18 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**  
**UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER,**  
**THAT THE ORDER BE MODIFIED AS FOLLOWS:**

19 1. Treatment of Confidential Information for Law Enforcement Purposes.  
20 Notwithstanding anything to the contrary in the Order, the California State Agencies may use  
21 Protected Material for duly authorized law enforcement or regulatory purposes and disclose such  
22 information to law enforcement personnel and agencies as set forth in California Government Code  
23 § 11181(g), and personnel of other California government agencies for such purpose (in either case,  
24 hereinafter referred to as “Law Enforcement Personnel”), provided that all such Law Enforcement  
25 Personnel agree to maintain the confidentiality of all Protected Material consistent with the terms  
26 of this Order. To the extent the California State Agencies or Law Enforcement Personnel deem it  
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28 <sup>1</sup> For avoidance of doubt, the California State Agencies joining the Order are only those listed  
herein above.

1 necessary in their regulatory or law enforcement discretion to disclose Protected Material in any  
2 public filing before a court or regulatory body, the California State Agencies or Law Enforcement  
3 Personnel may do the following: (a) file a motion or request with the applicable court or regulatory  
4 body to submit the Protected Material under seal for a minimum of 20 business days based on the  
5 terms of this Protective Order; (b) provide the Designating Party written notice no fewer than the  
6 greater of (i) 14 calendar days or (ii) 10 business days prior to the day such motion or request is  
7 filed so as to allow the Designating Party an opportunity to request that the filing remain under seal;  
8 and (c) agree to maintain the filing under seal for 20 business days, unless an applicable court or  
9 regulatory body orders otherwise. Provided, however, nothing in the Order or any modification  
10 herein: (i) prevents the California State Agencies or Law Enforcement Personnel from obtaining  
11 any document or writing produced in discovery in the Chapter 11 Cases through any other lawful  
12 procedure(s) and to use the information obtained through such lawful procedure(s) in accordance  
13 with applicable law or (ii) limits the California State Agencies or Law Enforcement Personnel from  
14 challenging, at any time, the propriety of a confidential designation under the terms of the Order.

15 2. Treatment of Confidential Information Under California Public Records Act.

16 Protected Material may include documents relating to litigation and confidential financial,  
17 proprietary and trade secret information of the Debtors entitled to protection from public disclosure  
18 under 11 U.S.C. § 107. As such, a Designating Party may contend that the Protected Material is  
19 exempt from disclosure under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*),  
20 and protected from disclosure under 11 U.S.C. § 107, which is incorporated as an exemption from  
21 disclosure under the California Public Records Act, California Government Code § 6254(k).

22 a. If Protected Material is sought by a non-party to the Order by discovery request,  
23 subpoena, deposition question, interrogatories, Public Records Act request (California Government  
24 Code section 6250 *et seq.*), or otherwise sought through a requirement by law or regulation  
25 (collectively a "Requirement") such information shall not be disclosed except as required by  
26 applicable law or court order. A Party to the Order, as may be modified by the Court, receiving a  
27 Public Records Act request shall be the party that determines whether the disclosure of Protected  
28 Material in its possession is required by law or court order.

1           b. The Party receiving a request or demand for Protected Material through a  
2 Requirement shall immediately provide written notice to the Designating Party of the existence,  
3 terms, and circumstances of the request or demand, and will not disclose the Protected Material at  
4 issue for at least 10 calendar days from the date of providing the Designating Party written notice  
5 of such demand or request, to give each other Party an opportunity to seek an order to prevent such  
6 disclosure. If such an order is sought, the Party that received the request or demand shall refrain  
7 from disclosing the requested or demanded Protected Material until such time as a final  
8 determination is made on that order.

9           c. In the event that no order is timely sought by the Designating Party as provided for  
10 by paragraph (b) and a Party subject to a request or demand through a Requirement is compelled,  
11 in the opinion of its legal counsel, to disclose Protected Material in order to avoid violating the law,  
12 being found in contempt, or other substantial penalty, that party shall furnish only that portion of  
13 the Privileged Material which is legally required and will not be liable to any other party for the  
14 disclosure of Protected Material.

15           d. The costs and expenses for seeking a protective order shall be borne only by the  
16 party(ies) seeking the protective order.

17 Dated: December 3, 2019

18 KELLER & BENVENUTTI LLP

19 /s/ Jane Kim

20 Jane Kim  
21 Attorneys for Debtors and  
22 Debtors in Possession

XAVIER BECERRA  
Attorney General of California  
MARGARITA PADILLA  
Supervising Deputy Attorney General

23 /s/ Paul J. Pascuzzi

24 STEVEN H. FELDERSTEIN  
25 PAUL J. PASCUZZI  
26 FELDERSTEIN FITZGERALD  
27 WILLOUGHBY PASCUZZI & RIOS LLP  
28 Attorneys for California Department of  
Forestry and Fire Protection, California  
Department of Toxic Substances Control,  
California Governor's Office of Emergency  
Services, California Department of Veterans  
Affairs, California State University, California  
Department of Parks and Recreation,  
California Department of Developmental  
Services, and California Department of  
Transportation

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I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 500 Capitol Mall, Suite 2250, Sacramento, CA 95814. On December 3, 2019, I served the within documents:

By Electronic Service only via CM/ECF.

/s/ Karen L. Widder  
Karen L. Widder